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Middletown, City Of And Middletown
Police Benevolent Assn



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AGREEMENT BY AND BETWEEN

THE CITY OF MIDDLETOWN

AND

**THE CITY OF MIDDLETOWN
POLICE BENEVOLENT ASSOCIATION, INC.**

JANUARY 1, 1999 - DECEMBER 31, 2000

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

JAN 24 2000

CONCILIATION

MiddletownAgr

914-566-4066 - Anthony Solfraro

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This Agreement made this 41 day of JAN . 2000, by and between the City of Middletown (hereinafter referred to as the "City") and The City of Middletown Police Benevolent Association, Inc., (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION AND DUES DEDUCTION

1. The City recognizes the Association as the sole and exclusive bargaining agent for all Police Officers, Sergeants, Lieutenants and Detectives of all ranks (hereinafter referred to as "Police Officers") for the purpose of collective bargaining and the administration of the terms and conditions of this Agreement.

2. The Association shall represent Police Officers in grievances concerning any alleged or actual denial of rights, benefits or working conditions suffered by the Association, a Police Officer, or a group of Police Officers. This shall in no way obligate the Association to pursue all grievances, nor shall it deny an individual Police Officer or group of Police Officers from pursuing an alleged grievance at the expense of said Police Officer or group of Police Officers subject to the terms of the grievance procedures.

3. The City shall deduct from the wages of Police Officers and remit to the Association membership dues for those Police Officers who have signed authorizations permitting such payroll deductions.

ARTICLE II

NO STRIKE

1. The Association affirms that it does not assert the right to strike against the City, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

ARTICLE III

ANNUAL SALARY

1. The annual salary of all Police Officers shall be based on years of service, rank and assignment and shall be at the rate indicated on the attached Salary Schedule.

ARTICLE IV

OUT OF TITLE

1. Members of the unit who are assigned to perform the functions or duties of a higher rank (Sergeant or Lieutenant) shall be paid thereafter at the higher level for all shifts worked.

ARTICLE V

UNIFORMS

1. Police Officers during their first year of service shall receive from the City the following for the purchase of uniforms:

<u>1/1/99</u>	<u>1/1/00</u>
\$800.00	\$850.00

The City will supply, at its expense, all required equipment.

2. All Police Officers shall be entitled to an annual uniform allowance as follows:

<u>1/1/99</u>	<u>1/1/00</u>
\$800.00	\$850.00

The monies will be paid in a lump sum as soon as possible but in no event after January 31st each year.

3. In addition to the above uniform allowances, Police Officers shall receive the following for the cleaning of uniforms:

<u>1/1/99</u>	<u>1/1/00</u>
\$800.00	\$850.00

Effective January 1, 1999, Police Officers shall receive four hundred dollars (\$400.00) in July and an additional four hundred dollars (\$400.00) in December; and effective January 1, 2000, Police Officers shall receive four hundred twenty-five dollars (\$425.00) in July and an additional four hundred twenty-five dollars (\$425.00) in December for uniform cleaning by separate check payable in the first pay period in July and December of each year of the contract.

Any member who is in their 17th through 20th year of service or above, may elect to have the City include the above monies included in their gross taxable income for retirement benefits. The City will administrate this in any manner necessary to accommodate the member, provided that there is no conflict of laws of the State of New York. If a member makes such an election, he will still be responsible to conform to the Police Department standards so far as uniforms and appurtenances for police work as outlined in the regulations of the Department.

4. In addition to any other benefit, in the event that the uniform or equipment of a Police Officer is damaged while in the performance of said Police Officer's duty, it shall be replaced by the City at the cost and/or expense of the City. Such replacement shall be on the approval of the Chief of Police, which shall not be unreasonably denied.

5. A retiring or resigning or terminated employee's clothing and cleaning allowance is to be prorated at the time of the employee's termination, excess funds paid on said prorated basis to be recouped by the City through said employee's last payroll check.

6. An employee on leave pursuant to Section 207-c of the General Municipal Law for more than thirty (30) consecutive work days in one (1) calendar year shall have their uniform and dry cleaning allowance pro-rated.

ARTICLE VI

OVERTIME

1. Police Officers, including those assigned as Detectives, shall be entitled to overtime at the rate of one and one-half times (1.5X) said Police Officer's normal rate of pay for time worked in excess of such Police Officer's normally scheduled tour of duty, except that Police Officers shall not be entitled to overtime payment for less than fifteen (15) minutes of overtime worked at the conclusion of the Police Officer's eight (8) hour tour of duty.

(a) Police Officers shall be allowed to accumulate up to four (4) compensatory days per year in lieu of cash payment for overtime (i.e., 48 hours). Request for compensatory time off shall not be unreasonably denied. Said compensatory time shall be used by January 31st of the year following accrual. All unused time under this section shall be converted to sick time.

2. Overtime shall be paid at the rate of time and one half (1.5X) for work required beyond the end of a shift after fifteen (15) minutes have elapsed. Police Officers who work extended periods of time beyond the fifteen (15) minutes on assignment of the Chief of Police or the superior Officer shall be entitled to overtime for all time.

3. Police Officers shall be permitted to complete arrests that occur within that fifteen (15) minutes.

4. Police Officers, including those assigned as Detectives, required to be in court to await either Grand Jury testimony or actual appearances before a Grand Jury, Court or other governmental agencies, while such Police Officer is regularly scheduled to be off duty, shall be entitled to receive for such time, if less than two (2) hours, two (2) hours pay minimum at one and one-half times (1.5X) said Police Officer's normal hourly rate of pay. Police Officers required to appear for two (2) hours or more shall receive time and one-half (1.5X) their normal hourly rate of pay for time required to be spent.

5. Overtime, if such overtime is known to be required in advance, shall be distributed equitably among all Police Officers. An emergency situation shall be exempt from this provision. The parties agree that pre-scheduled overtime which requires the services of a rank or assignment shall be replaced by that rank or assignment.

6. Police Officers, including Detectives, who participate in training authorized by the Chief of Police during normally scheduled time off and/or above their 40 hour week, shall receive payment for such time at one and one-half times (1.5X) said Police Officer's normal rate of pay or in lieu of cash payment, said Officer may be granted compensatory time (time due). The Chief of Police shall make the decision as to whether compensatory time may be granted.

7. All employees who are required, due to any emergency, to work in excess of their regularly scheduled tour of duty, shall be paid at the rate of pay for all overtime worked; except as provided herein, however, no employee called in to duty in the event of an emergency shall receive less than three (3) hours pay at the rate of one and one-half times (1.5X) said employee's normal hourly rate of pay, provided that those hours do not overlap with regularly scheduled hours. In the event of overlap, one and one-half times (1.5X) shall be paid for actual hours worked. The Chief of Police, subject to the provisions of Law, shall have the option to determine what constitutes an emergency.

8. Notwithstanding any other provision of this Article, Bureau Commanders shall receive up to seven thousand five hundred dollars (\$7,500.00) in earned overtime at time and one-half (1.5X). All overtime in excess of the seven thousand five hundred dollars (\$7,500.00) limitation may be taken as compensatory time-off.

9. A Detective who reports to the Police Department or the scene of a crime for an investigation, who is off duty, shall receive a total of thirty (30) minutes of pay at one and one-half times (1.5X) their hourly rate for travel time. This payment shall be in addition to call out pay as contained in Subsection 4 of this Article.

ARTICLE VII

ANNUAL INCREMENTS

1. Police Officers entitled to an increment in which the Police Officer's position is allocated shall take effect on the Police Officer's anniversary date.

ARTICLE VIII

WORK DAY AND WORK WEEK

1. The parties agree that all Police Officers assigned to the patrol division shall work the following schedule:

"A" line - 12:00 midnight to 8:00 a.m.

"B" line - 8:00 a.m. to 4:00 p.m.

"C" line - 4:00 p.m. to 12:00 midnight

All Police Officers assigned to the patrol division shall work five (5) consecutive days on, two (2) consecutive days off, five (5) consecutive days on, three (3) consecutive days off and repeat the cycle from the "B" line to the "C" line.

The "A" line shall be a permanent tour of duty. The "A" line shall be on an annual bidding, which shall take place no later than December for the following year, on a voluntary basis, based on seniority, within rank. In the event there are an insufficient number of volunteers, the Chief of Police shall be permitted to assign unit members to the "A" line based upon the inverse order of seniority, starting with the least senior unit member assigned to the patrol division. In the event a vacancy occurs during the year due to promotion or retirement, unit members shall have the right, on a voluntary basis, based on seniority, to bid the "A" line. In the event there are insufficient volunteers, the Chief of Police may assign a unit member as set forth herein.

Notwithstanding any other provision of this Agreement, the manning of the night shift by seniority basis shall be subject to the approval of the Chief. The Chief's approval shall not be unreasonably withheld, per discussion with the individual and PBA. At the Chief's discretion, he may remove a Police Officer from the "A" line, however, not without due cause per discussions with the individual and the PBA.

The "A" line shall be compensated with a four percent (4%) night differential. The night differential shall be paid to the affected unit member who is on vacation, sick leave, bereavement leave, military leave, personal leave or compensatory time. An Officer injured in the line of duty (207-c of the General Municipal Law), shall continue to receive the night differential as set forth above. The night differential paid to each Officer working the midnight to 8 a.m. tour of duty shall be included in said Officer's base salary for the purpose of calculating the Officer's rate and payment of overtime.

The Chief or the Chief's designee, shall be permitted to man the night shift with any members at the four percent (4%) differential, should the need arise.

Due to the seniority bid movement, said Officer shall be given seven (7) days cumulative notice.

Officers not assigned to patrol schedule shall be given seven (7) contract days in lieu of working 261 days versus 242-246 days for uniform division, including Bureau Commanders. All contract days not taken by December 31st of each year shall be deemed forfeited.

Officers not assigned to patrol schedule shall work a 255 day work schedule which the format of said schedule shall be at the discretion of the Chief of Police.

2. All members shall report to headquarters for briefing and/or line up ten (10) minutes prior to start of said members' tour.

3. Relief/Flex Officer- there shall be five (5) relief/flex Officers. The relief/flex Officer shall be on a volunteer basis first. In the event there are no volunteers, the Chief of Police shall be authorized to appoint the least Senior Officer in that squad to serve in that capacity.

The relief/flex Officer shall be required to be noticed at least seventy-two (72) hours prior to their movement. The relief/flex Officer shall only be moved in workweek blocks and after their pass days (days off). Upon completion of the requirement of being flexed, that affected member shall be returned to their respective squad after their pass days (days off).

Any previously approved time off of that relief/flex Officer shall be permitted to be taken.

In the event any members of the relief squad are assigned to the night shift (12:00 midnight to 8:00 a.m.), these members will be moved last and will be entitled to the four percent (4%) differential no matter which squad (shift) they are working.

ARTICLE IX

VACATION

1. Police Officers shall be entitled to annual paid working day vacations based on years of service according to the following schedule:

After one (1) year of service	10 work days
After five (5) years of service	15 work days
After ten (10) years of service	20 work days
After fifteen (15) years of service	25 work days

2. The parties agree that Police Officers shall select vacation by seniority, rank and assignment within their working squads pursuant to the method used in December 1978.

3. Police Officers shall accumulate $\frac{5}{6}$ of a vacation day for each month of service during their first year of employment, $\frac{5}{4}$ of a vacation day for each month after 5 years and $\frac{5}{3}$ of a vacation day for each month after 10 years of service, and $\frac{25}{12}$ of a vacation day for each month after 15 years.

4. Officers in their first year of employment may borrow up to two (2) weeks vacation on their following years entitlement upon the approval of the Chief of Police. Said approval shall not be unreasonably withheld.

5. Police Officers may not accumulate more than thirty (30) days vacation at the end of each year.

ARTICLE X

HOLIDAYS

1. Police Officers shall be entitled to thirteen (13) paid holidays per year whether worked or not. Each Police Officer shall receive ten (10) working days off and the remaining three (3) said holidays shall be paid in cash at the Police Officer's normal rate of pay in the first pay period in December of each year.

2. Police Officers who qualify as Veterans under Section 63 of the New York State Public Officers Law shall be entitled to an additional one (1) day off per year with pay. Said time shall not be deducted from any other benefit.

3. Each officer shall have the option, with the approval of the Chief of Police, to work five (5) days or ten (10) days consecutive of the officer's holiday time in additional day's pay for each day worked.

ARTICLE XI

SICK LEAVE

1. Each Police Officer shall earn one sick day per month (twelve (12) sick leave days per year). Such sick leave days shall be accumulative from year to year with no limit on the maximum accumulation. Notwithstanding the above, effective December 31, 1992, a cap of two hundred (200) sick days shall be the maximum accumulation allowed for payment purposes. Accumulated sick days in excess of two hundred (200) may be used for illness, but shall not be entitled to payment. Police Officers who have accumulated more than two hundred (200) sick days as of December 31, 1992 shall not lose any days so accumulated for payment purposes, but they shall not accumulate any additional days for payment purposes.

2. The City agrees, in accordance with the limitations of this Article, to the payment of monetary benefits in lieu of accumulated sick leave upon retirement, death or resignation of a Police Officer after five (5) years of service. The City agrees that said monetary benefit shall be based on the amount of said Police Officer's accumulated sick leave, but said Police Officer, or said Police Officer's beneficiary, as the case may be, shall receive forty percent (40%) of the average of said Police Officer's base salary during said Police Officer's last two (2) years of service.

3. Employees who have a major illness or injury while on vacation may use their sick leave for the remainder of the illness and have their vacation time retained, providing proper notice is given and a doctor's certificate is presented. The new vacation will be picked with the approval of the Chief of Police.

4. Employees on leave pursuant to Section 207-c of the General Municipal Law shall continue to accumulate sick leave, only in addition to those benefits guaranteed by the statute.

(a) There shall be no pro-rata reduction of benefits for Section 207-c injuries less than ninety (90) consecutive work days.

ARTICLE XII

PERSONAL LEAVE DAYS

1. Each Police Officer shall be granted five (5) personal leave days, with pay, per calendar year.

2. Personal leave days shall not be accumulative from year to year.

3. Police Officers shall submit to the Chief of Police their request for personal leave as far in advance of the date to be taken.

4. Police Officers, in requesting personal leave, shall not be required to furnish the reason for which said personal leave is being taken.

5. Police Officers in their first year of service shall have their personal leave days prorated as follows:

<u>Date of Hire</u>	<u>Number of Personal Leave Days</u>
<u>For New Hires Appointed:</u>	
January 1 - March 31	5
April 1 - June 30	3
July 1 - September 30	2
October 1 - December 31	1
<u>For Retirees Retiring:</u>	
January 1 - June 30	3
July 1 - December 31	5

6. Unused personal leave shall be added to the Officer's sick leave entitlement for the following year.

ARTICLE XIII

BEREAVEMENT LEAVE

1. In the event of the death of a member of the family of a Police Officer, such Police Officer shall be granted up to three (3) calendar days, without loss of any benefit contained in this Agreement, as bereavement leave.

2. The Chief of Police, at his discretion, may grant a Police Officer additional time off, but such additional time off shall be charged against said Police Officer's sick leave or personal leave.

3. The Chief of Police may request proof that in fact a death has occurred, and the funeral was attended.

4. "Family" as used in this Article shall be defined as the Police Officer's

father	spouse	uncles	brother-in-law
mother	children	aunts	sister-in-law
sister	grandfather	father-in-law	
brother	grandmother	mother-in-law	

5. In the event of a family death while an Officer is on days off/on vacation, that Officer shall receive one (1) bereavement day in addition to the vacation days off.

ARTICLE XIV

HEALTH PLANS

1. The City shall provide, at no cost to the Police Officer, full health insurance as in the past, except for in the case of Police Officers hired after October 1, 1991 for whom the City will pay ninety percent (90%) of their health insurance premiums through December 31, 1996. On January 1, 1997, the City will pay one hundred percent (100%) of these Officers' insurance premiums. The City shall pay eighty-five percent (85%) of health insurance premiums for those Officers hired on or after January 1, 1995. Any individual Officer who opts for participation in an HMO will assume any additional costs.

2. The City may change insurance carriers provided the schedule of benefits is at least equal to the coverage being replaced and of the same area health care institution acceptability, provided that any replacement carrier has no less BEST rating and there be no lapse in benefits for both present and retired Police Officers.

3. The City shall contribute to a welfare fund seven hundred dollars (\$700.00) per Police Officer, per year. In the case of new Police Officers or Police Officers who are separated during the year, the City shall contribute one-twelfth (1/12) of the City's contribution for each month of service to the City. Said Welfare Fund shall be administered by a Welfare Fund Committee composed of three (3) members designated by the Association and three (3) members designated by the City as to use of funds

available as long as the funds are used to provide equal, legal benefits to all Police Officers. The Welfare Committee will prepare an annual financial statement for the Welfare Committee members, and that upon request of either party, an independent audit of the Welfare Fund's financial records will be conducted. The party requesting such audit shall pay the cost of such audit. The Welfare Committee shall follow the dictates of the membership of the Association.

Any member who is in their 17th through 20th year of service or above, may elect to have the City include the above monies included in their gross taxable income for retirement benefits. The City will administrate this in any manner necessary to accommodate the member, provided that there is no conflict of laws of the State of New York.

4. The City shall insure each Police Officer, in the event of a death as a result of a line-of-duty injury, with fifty thousand dollars (\$50,000.00) life insurance, and thirty thousand dollars (\$30,000.00) life insurance in the event of a death while off-duty. The policy will be self-insured by The City of Middletown, New York. In the event of a death of a Police Officer while in service, the City will pay full insurance premiums for the spouse and eligible dependents for up to one year.

5. Police Officers shall have the option to waive their health insurance benefits provided by the City at fifty percent (50%) of the premium cost paid by the City. No Police Officer may waive such coverage unless the officer demonstrates proof of coverage by another organization. (See Addendums "B" and "C".)

Police Officers who have previously waived their health insurance benefits pursuant to this section shall be entitled to re-enter the City's health insurance plan upon thirty (30) days notice.

ARTICLE XV

RETIREMENT BENEFITS

1. The City shall, at no cost to the Police Officers, continue to provide retirement benefits as defined in the New York State Retirement and Social Security Law under the following:

Section 375-i	Improved Career Retirement Plan
Section 384	25-Year Half-Pay Retirement Plan
Section 384-d	20-Year Half-Pay Retirement Plan
Section 384-f, g, h	25-Year Half-Pay Retirement Plan
	1/60th Benefit for over 25 years of service
Section 302-9d	Retirement on 12 months Preceding Retirement
Section 341-j	Allowance due Unused Sick Leave
Section 341-k	Credit for Certain World War II Service
Section 360-b	Guaranteed Ordinary Death Benefit

ARTICLE XVI

RECIPROCAL RIGHTS

1. The City recognizes the right of Police Officers to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this Agreement and to visit Police Officers during working hours. Such Association representative shall also be permitted to appear at public hearings before the Police Commission and the Common Council upon the request of the Police Officer and/or the Association.

2. The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the City, subject to the approval of the contents of such notices and communications by the Mayor, the mayor's designee, or such other authorized official. The Officers and Agents of the Association shall have the right to visit the City's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

3. The Association President or President's designee shall be authorized to have a maximum of twenty-five (25) days off per year with pay to attend seminars, meetings, conventions, grievances, etc. Such designee must, however, be either an officer of the Association or the grievant.

4. Those members of the Association who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount time free from their regular duties to fulfill obligations which have as their purpose the maintenance of harmonious and cooperative relations between the City and the Police Officers and/or Association and the uninterrupted operation of government.

5. The City agrees that during the term of this Agreement it will not alter or revoke any benefits accruing to Police Officers and/or the Association under State or Local laws and the Rules and Regulations of the Middletown Police Department.

6. A past practice will be any on-going condition of employment, which is established by (1) clarity and consistency, (2) longevity and repetition, (3) acceptability and mutuality. There will be no change in such condition without having first obtained agreement and consent from the Association. Questions concerning the interpretation of this provision shall be determined through the ordinary contract process hereinafter provided.

7. Labor/Management Committee:

Authorized spokesperson(s) for the City and The City of Middletown Police Benevolent Association, Inc., shall meet at the request of either party to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Mayor or designated representative or The City of Middletown Police Benevolent Association, Inc. president, or designated representative, at their respective addresses, and shall contain a statement of specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file grievances may be required, as set forth in the Grievance Procedure. The parties may agree to extend the time limit in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties, shall be reduced to writing and signed by an authorized representative of each party and attached and made part of this Agreement.

ARTICLE XVII

DISPUTES AND GRIEVANCE PROCEDURE

1. As used herein, the following terms shall have the following definitions:

(a) "Police Officer" shall mean any member of the Association directly employed and compensated by the City in the classified service as defined by Civil Service Law of New York State.

(b) "Dispute" or "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the City, which relate to or involve the Police Officer's health or safety, physical facilities, materials, or equipment furnished to Police Officers, or supervision of Police Officers provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to law or any Rule or Regulation having the force and effect of law.

(c) "Department" shall mean any office, department or other agency of the government of the City.

(d) "Immediate Supervisor" shall mean the Police Officer or Officer on the next higher level of authority above the Police Officer in The City of Middletown Police Department and who normally assigns and supervises the Police Officer's work and approves the Police Officer's time records or evaluates the Police Officer's work performance.

(e) "Department Head" shall mean that person so designated pursuant to charter, local law, administrative code, or rule as the head of a department as defined in subdivision "C" hereof.

(f) "Decision" shall mean ruling, determination or report or disposition made by an immediate supervisor, department head, or grievance board after a grievance is heard or submitted as in this Article provided.

(g) "Day" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Agreement.

2. The Association, on behalf of the Police Officer, a group of Police Officers, or the Association, shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal. All grievances shall be presented through the Association Grievance Committee, shall have the exclusive right to process a grievance with the City, except as mandated by State and/or Federal Law.

3. Step 1: Within ten (10) days after the grievance occurs, or within ten (10) days after the Police Officer gains knowledge of said grievance, the Association representative shall present the grievance orally to the Police Officer's immediate supervisor. The immediate supervisor will endeavor to settle the grievance within five (5) days of its submission. In attempting to resolve the grievance, the immediate supervisor shall discuss the grievance with the Association, shall make such investigation as he/she deems appropriate, and shall consult with his/her superiors to such extent, as he/she deems appropriate, all on an informal basis.

Step 2: If any grievance is not submitted under Step 1, the Association representative may submit the grievance in written form to the Chief of Police within five (5) days after the supervisor's decision. The Chief of Police, or the Chief's designee, may hold an informal hearing within ten (10) days after receiving the grievance in written form. The Association may appear at the hearing and present oral or written statements or arguments. Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to the Police Chief if there is no hearing, the Police Chief, or the Chief's designee, shall make his decision in writing and communicate the same to the Association. In the event that there is no decision rendered after the expired time allotted herein, the Association representative may proceed to the next Step.

4. After such hearing, if the Association representative is not satisfied with the decision, the Association may submit the grievance to arbitration by written notice to the Mayor and the Chief of the Police Department within ten (10) days of the rendering of the decision under Step 2. Within five (5) days after such written notice of submission to arbitration, the Mayor and the President of the Association will request a list of arbitrators from the American Arbitration Association. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearing has been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and set forth the arbitrator's findings of fact, reasoning and conclusion of the issues. The arbitrator shall have no power or authority to make any decisions, which require the commission of an act prohibited by law. The decision of the arbitrator shall be final and binding upon all parties. The cost for the services of the arbitrator, including expenses, if any, shall be divided equally between the City and the Association. The time limitation set forth herein may be extended by mutual written agreement of the Association and the City.

ARTICLE XVIII

WORKING CONDITIONS

1. The City shall notify the Association at least seven (7) days in advance of any change in working methods or working conditions, except where such change is required because of an emergency or major disaster over which the City has no control.

2. No Police Officer shall be required to submit to a polygraph (lie detector) test for any reason whatsoever, except if such test is requested in writing by the Police Officer.

3. No Police Officer shall be required to submit to a blood test, a breathalyzer test, or any other test to determine the percentage of alcohol in the blood for any reason whatsoever, except as may be provided by law or by the written request of the Police Officer.

4. The City will provide to each Police Officer a handbook containing the Rules and Regulations of The City of Middletown Police Department. A copy of this handbook will be posted at Police Headquarters.

5. Police Officers charged with disciplinary infractions shall be advised by the City of any new evidence or developments in their cases as they arise.

6. Complaints against employees from outside sources shall be removed from the files if they are found to be unsubstantiated by the Chief or any forum of competent jurisdiction.

7. Employees suspended under the provisions of Section 75 of the Civil Service Law shall have their health insurance premiums paid during the period of unpaid suspension unless the period is extended by an action of the employee's representative. Periods of imposed penalty after hearing shall not require such payment.

8. The City shall have the right to require a physician's certificate from a Police Officer after absences of three (3) consecutive days or more.

9. The City shall have the right to order an Officer to submit to narcotics testing where the City has probable cause to believe that the Officer is currently under the influence of illegal narcotics. Evidence of any substance other than illegal narcotics revealed in a test of any Officer can not be used in any other type of proceeding for any other purpose.

ARTICLE XIX

EDUCATION

1. The City shall make available to the members of the bargaining unit six thousand five hundred dollars (\$6,500.00) per year to pay the cost of tuition and books incurred by a member for college courses leading to an Associate, B.S. or Master's degree in Police Science, Criminal Justice, Public Administration or Spanish courses pursuant to the limitations set forth in paragraph 3 of this Article. In the event that the entire six thousand five hundred dollars (\$6,500.00) is not used in a year, the balance shall be rolled-over into next year's education fund and added to the six thousand five hundred dollars (\$6,500.00) allocated for that year. It is the intent of the parties that the total monies for education in the first year not exceed six thousand five hundred dollars (\$6,500.00) for the first year of this program and not exceed six thousand five hundred dollars (\$6,500.00) plus the balance brought forward, if any, from previous years in succeeding years. Members shall, prior to enrollment for courses, notify in writing the Chief of Police and the Association of the courses they are going to enroll in and the cost of books and tuition. The members shall be notified of approval in writing by the Chief of Police and the Association before any course can be taken.

2. Police Officers possessing one or more Associate's degrees shall receive an additional six hundred fifty dollars (\$650.00) per annum. Police Officers possessing one or more Bachelor's degrees shall receive an additional nine hundred dollars (\$900.00) per annum. Such annual stipends shall not be combined. Payments shall be in two (2) equal amounts in the first pay period of July and December. Should any Police Officer otherwise entitled to payment become separated from service, payment shall then be pro-rated on a monthly basis. Payment to all mid-year graduates or new hires shall also be pro-rated on a monthly basis. The educational incentive shall be included in said Police Officer's base salary for the purpose of calculating the Officer's rate and payment of overtime.

3. The City agrees to pay up to one hundred dollars (\$100.00) per credit, up to a maximum payment of one thousand two hundred dollars (\$1,200.00) per Police Officer, for Police Officers who enroll and satisfactorily complete courses with a grade of "C" or better in conversational Spanish, or an equivalent course in Spanish, taught at Orange County Community College or as otherwise approved by the Chief of Police. Non-credit courses shall be paid at the rate of ten dollars (\$10.00) per course hour not to exceed three hundred dollars (\$300.00). Said payment shall be a single payment made at the end of the course and shall not be annually renewed.

ARTICLE XX

FUNERAL EXPENSES

The City shall pay one hundred percent (100%) of the funeral expenses for a Police Officer up to a maximum payment of three thousand dollars (\$3,000.00) for those Officers who die in the performance of their duties.

ARTICLE XXI

MILEAGE PAYMENT - PERSONAL VEHICLE

Whenever an Officer uses his personal vehicle on Department business, he/she shall be reimbursed at the IRS allowance for all mileage.

ARTICLE XXII

RETIREMENT PAYMENTS

1. If an Officer chooses to receive the lump sum payments for termination pay, pay for unused sick leave, unused vacation pay, etc., the City shall make such payments within thirty (30) days after the effective date of retirement.

2. An individual Officer requesting a change in the current retirement plan shall absorb the reasonable costs associated with that change.

ARTICLE XXIII

RESIDENCY REQUIREMENTS

1. All Police Officers, with the exception of those hired after January 1st, 1995, shall be entitled to reside anywhere in Orange County, State of New York, or within a twenty-five (25) mile radius of The City of Middletown, New York, within the State of New York.

2. All Police Officers hired after January 1, 1995, must reside in The City of Middletown, New York, within nine (9) months of their appointment. This new residency requirement is for the length of this Agreement. Should the City not wish to continue this residency requirement, the requirement in place at the time of this Agreement will be reinstated.

ARTICLE XXIV

OUTSIDE EMPLOYMENT

Police Officers shall be permitted to perform security work outside The City of Middletown, New York at building construction sites, provided the contractor provides an insurance certificate in an amount of not less than five million dollars (\$5,000,000.00) per claim naming the City and the Police Officer as co-insured; and for Orange County Community College, provided the Police Officer and the City are named as co-insured on Orange County Community College's policy. Nothing in this provision shall abrogate any existing regulations and orders that are currently in effect.

ARTICLE XXV

REOPENER CLAUSE

1. In the event the City reopens the Collective Bargaining Agreement with any other collective bargaining unit in the public sector, the City will reopen for negotiations the Association Collective Bargaining Agreement. This section shall not apply in the event that the City terminates employees of a public sector bargaining unit and is required, after direction of the New York State Public Employment Relations Board, to negotiate the impact of said termination of employees.

ARTICLE XXVI

JURY DUTY

In the event an employee is noticed to appear for Jury Duty, and that employee is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The employee shall provide a copy of the notice to the Chief of Police or designee.

In the event an employee is scheduled for a tour of duty other than the hours noticed to appear for Jury Duty, he/she shall not be required to report for the regularly scheduled tour of duty, but shall report for Jury Duty as required, and be paid, without charge to any other paid leave accrual.

All fees paid to the employee shall be endorsed over to the City, with the exception of when an employee appears for Jury Duty on his/her regularly scheduled day off (pass day). However, any reimbursement, such as but not limited to mileage, tolls, parking and/or meals, paid for while on Jury Duty shall be retained by the employee.

ARTICLE XXVII

TERMS OF AGREEMENT

This agreement shall become effective January 1, 1999 and shall expire on December 31, 2000.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF MIDDLETOWN

By: _____

Mayor

Date: _____

1/10/00

**THE CITY OF MIDDLETOWN POLICE
BENEVOLENT ASSOCIATION, INC.**

By: _____

President

Date: _____

01-04-00

CITY OF MIDDLETOWN POLICE DEPARTMENT

SALARY SCHEDULE

YEAR	1/1/99		1/1/00	
-----	-----		-----	
	<u>Detective/ Bureau Commanders</u>		<u>Detective/ Bureau Commanders</u>	
<u>POLICE OFFICER</u>				
Start	\$33,524	\$35,201	\$34,865	\$36,609
After 1	\$40,309	\$42,325	\$41,922	\$44,018
2	\$41,518	\$43,594	\$43,179	\$45,337
3	\$42,714	\$44,850	\$44,422	\$46,644
4	\$43,916	\$46,112	\$45,673	\$47,956
5	\$44,647	\$46,880	\$46,433	\$48,755
Start 7	\$45,763	\$48,052	\$47,594	\$49,974
10	\$46,907	\$49,253	\$48,784	\$51,223
13	\$48,080	\$50,484	\$50,003	\$52,504
16	\$49,282	\$51,746	\$51,253	\$53,816
19	\$50,514	\$53,040	\$52,535	\$55,162
<u>SERGEANT</u>				
Base	\$50,515	\$53,041	\$52,536	\$55,163
Start 7	\$51,778	\$54,367	\$53,849	\$56,542
10	\$53,073	\$55,726	\$55,195	\$57,955
13	\$54,399	\$57,119	\$56,575	\$59,404
16	\$55,759	\$58,547	\$57,990	\$60,889
19	\$57,153	\$60,011	\$59,439	\$62,411
<u>LIEUTENANT</u>				
Base	\$57,154	\$60,012	\$59,440	\$62,412
Start 7	\$58,583	\$61,512	\$60,926	\$63,973
10	\$60,048	\$63,050	\$62,450	\$65,572
13	\$61,549	\$64,626	\$64,011	\$67,211
16	\$63,088	\$66,242	\$65,611	\$68,892
19	\$64,665	\$67,898	\$67,251	\$70,614

ADDENDUM "A"

1. Salary and Longevity - 1999

<u>Unit Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Increments</u>
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(TO BE FILLED IN BY BUSINESS OFFICE)

- Police Officers shall be paid bi-weekly, except that prepayment for vacation periods shall continue as in the past.
- Police Officers shall be entitled to annual longevity payments based on years of service according to the above payment schedule. Longevity shall be paid on the anniversary date of the employee. Longevity steps at each particular year refers to the total years of service and not that number of years at the rank indicated. Each Longevity step reflects a two and one-half percent (2.50%) increase over the previous salary step.
- It is agreed and understood that Police Officers who are entitled to annual longevity payments, shall receive such longevity payments in equal portions, as part of said Police Officers bi-weekly regular pay checks.
- Effective January 1, 1999, all Detectives shall be paid a differential of five percent (5%) over and above the wage of a Police Officer at equal step. Effective January 1, 1999, all Bureau Commanders shall be paid a differential of five percent (5%) over and above the wage of Lieutenant at equal step. (See attached Salary Schedule). The Detective and Bureau Commander differential shall be included in said Detective's or Bureau Commander's base salary for the purpose of calculating the Detective's or Bureau Commander's rate and payment of overtime.

ADDENDUM "B"
CITY OF MIDDLETOWN
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to decline and waive health insurance coverage provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of City health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan:

Coverage provided by or through:
(Name of organization or employer)

Subscriber Number:

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated herein, for City provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form to Request to Resume Health Insurance Coverage, to re-establish City provided health insurance coverage and that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the City as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.

3. I understand and agree that I will be compensated by the City for my waiver of health insurance coverage in accordance with the applicable terms of the Collective Bargaining Agreement detailing this area between the City and the Association.

4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the City to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the City the necessary form to re-establish the health insurance provided by the City in accordance with the requirements of the City's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be provided by the City health insurance carrier. Upon resumption of my health insurance coverage through the City, the compensation I have received in connection with waiver of health insurance coverage shall cease in accordance with the terms of the Collective Bargaining Agreement by and between the City and Association.

Date:

Employee Signature _____ Print Name _____

Date

City of Middletown Agent _____ Print Name _____

Date

cc: President, City of Middletown PBA

ADDENDUM "C"
CITY OF MIDDLETOWN
REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish City provided health insurance coverage which I had previously received from the City. I have attached a completed New York State Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of City provided health insurance coverage is subject to and conditioned on the requirements of the City's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of City provided health insurance coverage in accordance with applicable terms of the Collective Bargaining Agreement by and between the City and Association.

Date:

Employee Signature _____ Print Name _____

Date _____

Accepted For The City of Middletown:

City Agent _____ Print Name _____

Date _____

cc: President, City of Middletown PBA